Simon v. Adzilla, Inc [New Media] et al
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EXHIBIT GG

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Scott R. Mosko (State Bar No. 106070)
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
Stanford Research Park
3300 Hillview Avenue
Palo Alto, California 94304
Telephone: (650) 849-6600
Facsimile: (650) 849-6666

Attorneys for Defendants
Connectu LLC, Cameron Winklevoss,
Tyler Winklevoss, Howard Winklevoss,
and Divya Narendra

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

THE FACEBOOK, INC. Plaintiff, v. CONNECTU LLC, CAMERON WINKLEVOSS, TYLER WINKLEVOSS, HOWARD WINKLEVOSS, DIVYA NARENDRA, AND DOES 1-25, Defendants.	CASE NO. 105 CV 047381 **SECOND AMENDED RESPONSE OF DEFENDANT CONNECTU LLC TO PLAINTIFFS FIRST SET OF SPECIAL INTERROGATORIES (1-23)**

background, and general interests, so that others can search for people having those characteristics. Services include a chat feature, discussion groups, as well as an address book.

14. ConnectU incorporates its initial response and objections and its first amended response herein to this second amended response. In addition, ConnectU responds as follows: Members of ConnectU include Cameron Winklevoss, Tyler Winklevoss, Howard Winklevoss, and Divya Narendra, as set forth in the Limited Liability Company Operating Agreement recited in the Interrogatory ("Operating Agreement") and found at bates numbers C011285 through C011335. These persons have all been Members since ConnectU was formed. Cameron Winklevoss, Howard Winklevoss, and Maria Antonelli are Managers of ConnectU and together form the Board of Managers. They have been Managers since ConnectU was formed. Tyler Winklevoss is a successor Manager of ConnectU as set forth at section 8.1(c)(2) of the Operating Agreement at bates number C011311. He has been successor Manager since ConnectU was formed. Members and Managers of ConnectU have the duties, job descriptions, authorities, and responsibilities set forth in the Operating Agreement. For example, as set forth at section 8.1(a), each of the Managers "shall have the exclusive right, power and authority to manage the Business, assets, operation and affairs of the Company, with all rights and powers and the full power necessary, desirable or convenience to administer and operate the same for Company purposes, to incur, perform, satisfy and compromise all manner of obligations on behalf of the Company, and to make all decisions and do all things necessary or desirable in connection therewith." In addition to the other duties set forth in the Operating Agreement, Cameron Winklevoss' and Tyler Winklevoss' duties include overseeing the operation of the connectu.com website, including communicating development activities on the site.

15. ConnectU incorporates its initial response and objections and its first amended response herein to this second amended response. In addition, ConnectU responds as follows: ConnectU has not conducted any advertising, promotions and marketing activities specifically directed at California residents. ConnectU has responded to an individual who may have been a resident of California about advertising opportunities on the connectu.com site. This email to an individual having a .edu email address associated with a California-based university was produced at C010664. Specific marketing or advertising activities include the creation of an amazon gift

VERIFICATION

I, Cameron Winklevoss am a member of ConnectU LLC, defendant in the above titled action. I have read the second amended responses to Plaintiff's First Set of Interrogatories. I am informed and believed that these responses are true and correct to the best of my knowledge. I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed on the 5 day of March 2006.

Cameron Winklevoss